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AGREEMENT

BETWEEN THE

Boonton Town of Board of Education  
TOWN OF BOONTON BOARD OF EDUCATION

AND THE BOONTON ADMINISTRATORS' ASSOCIATION

1987 - 1988

1988 - 1989

X July 1, 1984 - June 30, 1987

TOWN OF BOONTON PUBLIC SCHOOLS  
Boonton, New Jersey

ARTICLE I

RECOGNITION

- A. The Board of Education of the Town of Boonton, hereinafter referred to as the Board, recognizes the Boonton Administrators' Association, hereinafter referred to as the Association, as the exclusive representative of those people as defined in this section as provided in the "Employer-Employee Relations Act of 1968 as amended."
- B. Definitions

The term "administrator" shall refer to the high school principal, high school vice principals, elementary school principal, middle school principal, director of special services, and director of curriculum.

ARTICLE II

NEGOTIATING PROCEDURE

- A. Attaining Objectives
1. Attainment of the objectives of the educational program of the school system requires mutual understanding and cooperation between the Board and the Association.  
  
The Board and the Association agree to enter into collective negotiations in accordance with Chapter 303, Public Laws 1968: Chapter 123, P. L. 1974 (and as above Article I) in a good faith effort to reach agreement on matters concerning the terms and conditions of employment.
  2. Negotiations shall begin not later than the date prescribed by the Public Employment Relations Commission.
- B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view, and/or make proposals and counter proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. This agreement shall not be modified in whole or in part except in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

1. The term "grievance" means a claim that there has been a violation or the improper application or interpretation of any term or provision of this contract.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any other person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. Any grievance must be filed at the proper initiating level within fifteen (15) calendar days of the happening of the event.

#### B. Level 1 - Informal Attempt to Resolve

An individual, or group of administrators, who has a grievance must discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. If the problem is not resolved to the satisfaction of the grievant within ten (10) working days after the conclusion of the discussion, the grievant may proceed to Level 2.

#### C. Level 2 - Immediate Supervisor

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the grievant, he/she may set forth his/her grievance in writing to the immediate supervisor specifying:

1. The nature of the grievance
2. The nature and extent of the injury, loss or inconvenience
3. The result of the previous discussion
4. The provision of the Agreement which is violated
5. The dissatisfaction with previously rendered informal and/or formal decisions
6. The vice principals shall initiate the grievance procedure at the principal's level. The principal shall communicate his/her decision to the grievant in writing within five (5) working days of the receipt of the written grievance. If the grievance is not resolved to the grievant's satisfaction, he/she, within five (5) working days after the receipt of the principal's decision, may take the grievance to the superintendent, or next level.

7. The principals, director of special services and director of curriculum shall initiate the grievance procedure at the superintendent's level. The superintendent shall communicate his/her decision in writing to the grievant within five (5) working days of the receipt of the written grievance.
8. The grievant shall abide by the decision of the superintendent while the grievance is progressing through the levels.

D. Level 3 - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) working days after the receipt of the superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board. The Board shall review the grievance and shall hold a hearing with the grievant and render a decision within thirty (30) calendar days of the receipt of the grievance by the Board.

- E. When an employee is not represented by the Association, the Association shall be notified in advance of all scheduled grievance meetings, shall have the right to be present at all grievance meetings held at the level of the superintendent or the Board, and shall be notified of the settlement.
- F. The Association or designated representatives shall receive a copy of the disposition of all grievances at all levels.

#### ARTICLE IV

##### ADMINISTRATORS' WORK YEAR

- A. Twenty-one (21) vacation days will be granted to all twelve-month employees. One additional day will be added on the completion of fifteen years of service to the Boonton school system. Full vacations will be granted to employees who have worked one year or more. Employees who have worked less than one year are entitled to a prorated vacation based on the number of months employed. Nineteen (19) of the twenty-one (21) vacation days must be taken during the summer months. Two (2) vacation days may be taken during the school year. Vacation days do not accumulate from year to year. If the twenty-one (21) vacation days are not taken during the summer (with the option of taking two during the school year), they are lost.

The Board recognizes the fact that there are situations which could prevent an administrator from taking the twenty-one (21) allotted days during the summer months. In the event of an emergency situation which would prevent an administrator from taking his/her allotted vacation days during the summer months, the administrator and superintendent shall mutually agree on a solution regarding the unused vacation days. If an agreement cannot be reached, the Board will make the final decision.

- B. Administrators shall be on call during the NJEA Convention, Christmas, midwinter and spring recesses, and on snow days.

- C. Administrators shall be required to work all other days during the school year.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

#### A. Sick Leave

All full-time administrators shall be entitled to fourteen days' sick leave per year. Unused days of sick leave shall be accumulated from year to year.

#### B. Temporary Leaves of Absence.

##### 1. Bereavement

Absence due to death in an administrator's immediate family or household shall be permitted for a period of three (3) consecutive work days. When unusual circumstances require additional time for such leave, application shall be made to the superintendent of schools. Immediate family shall be defined as mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. A member of the immediate household shall be defined as a person living in the same household and whose legal residence is the same. In the event of the death of a friend or a relative outside of the immediate family or household, as defined above, one day shall be granted for funeral attendance.

2. One or more days, but not to exceed three (3) days, may be taken without reason with the approval of the superintendent. These days are for personal business which could not be scheduled at a time other than a school day. Those personal days not used will convert to unused sick days. A personal day will not be taken immediately before or after a school holiday.

#### C. Professional Dues

Professional dues will be approved by the superintendent and may include, at the request of the administrator, national, state, and county organizations. Administrators shall list the professional organizations where they currently have membership. Membership in these organizations will be renewed annually. If an administrator withdraws from an organization, he/she may join another of comparable dues.

#### D. Reimbursement for Professional Improvement

A sum of one thousand dollars will be set aside for the period of this contract for each administrator to attend local, state and national conferences. The sum shall also be used for seminars, workshops or college reimbursement with the approval of the superintendent. All overnight conferences shall require a written report to the Board at the completion of the conference.

#### E. Insurance

1. The Board agrees to provide and pay for membership in the State Health Plan of New Jersey, including Blue Cross, Blue Shield with Rider J, and major medical for all qualified administrators and dependents as defined by the plan operators. Eligible administrators must work twenty (20) hours per week. If the administrator were part of the group plan upon retirement, the Board would agree to keep him/her in the plan if he/she paid the premium until he/she reached the age of 70.
2. The Board agrees to provide and pay for membership in the dental plan for all qualified administrators and dependents.
3. The Board agrees to pay for the contributory insurance of the state pension plan (3/4 of 1% of the employee's base salary) each year of the contract.
4. Any additional insurance benefits given to the other employee groups shall be given to this unit.
5. The Board reserves the right to transfer the insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal to or better (by mutual consent) than that presently existing.

#### F. Mandatory Physical Examination

Each administrator shall undergo a thorough physical examination every two years. The Board shall reimburse the administrator for all expenses incurred in an amount not to exceed \$250.00.

- G. Upon retirement an administrator shall receive payment of \$35 per day for total of accumulated sick days.
- H. Any complaints regarding an administrator made to a superior or a Board member must be made in writing. The administrator shall be given the opportunity to respond to or rebut such complaint and shall have the right to be represented by the association or legal counsel at any meeting or conferences regarding such complaint. If the criticism is verbal, it shall be made in confidence and not in the presence of teachers, students, parents or at a public meeting.

Any complaints made by administrators regarding the Board of Education, or any individual Board member, must be made in writing to the Board through the superintendent. If the criticism is verbal, it shall be made in confidence to the superintendent and/or the Board, and not in the presence of teachers, students, parents or at a public meeting.

ARTICLE VI

FINANCIAL CONDITIONS

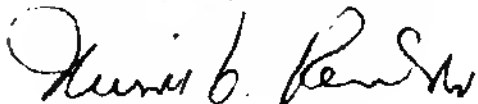
A. Salary

1. The 1986-87 salaries of each administrator shall be increased by 8% for the 1987-88 school year.
2. The 1987-88 salaries of each administrator shall be increased by 8% for the 1988-89 school year.

ARTICLE VII

DURATION OF AGREEMENT

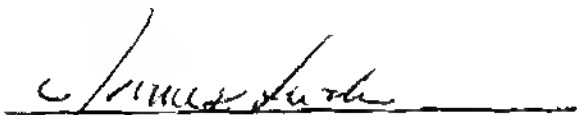
This Agreement shall be effective July 1, 1987 and shall continue in effect until June 30, 1989.



Attest



Representative of Boonton  
Administrators' Association



Attest



President  
Boonton Board of Education

*Public*

**Agreement  
Between The  
Town Of Boonton  
Board Of Education**

**And**

**The Boonton Education  
Association, Inc.**

**1987-88  
1988-89**

**BEA - MCCEA - NJEA - NEA**



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## **BOONTON PUBLIC SCHOOLS**

### **Boonton, New Jersey**

The Board of Education of the Town of Boonton and the Boonton Education Association, Inc., do hereby agree that the welfare of the children of the Town of Boonton is paramount in the operation of the schools and will be promoted by both parties. The parties do agree as follows:

## **I. RECOGNITION**

### **A. The Board of Education**

The Board of Education of the Town of Boonton, hereinafter referred to as the "Board," recognizes the Boonton Education Association, Inc., hereinafter referred to as the "Association," as the exclusive representative of those persons as defined in the section herein describing the negotiating unit for the purposes of collective negotiations and for representation in grievance procedures hereunder as provided in Chapter 303 of the Laws of 1968, Chapter 123, P.L. 1974, and such amendments to said laws may be in effect during the term of this contract.

### **B. The Negotiating Unit**

1. The negotiating unit for the purposes of the recognition agreed upon herein shall exclude: superintendent, assistant superintendents, business administrators/board secretaries, principals, vice principals, curriculum coordinator, child study team coordinator, assistant principals, food service director, school physicians, confidential secretaries, treasurer, attorneys, maintenance supervisor, athletic director, substitutes (per diem), and such persons as the Board may retain as professional consultants.

2. The terms teachers and professional staff shall be understood to include all certificated unit members.

## II. NEGOTIATING PROCEDURE

### A. Attaining Objectives

1. Attainment of the objectives of the educational program of the school system requires mutual understanding and cooperation between the Board and the Association. The Board and the Association agree to enter into collective negotiations in accordance with Chapter 303, Public Laws 1968, Chapter 123, P.L. 1974 (and as above Article I) in a good faith effort to reach agreement on matters concerning the terms and conditions of employment.

2. Negotiations shall begin not later than the date prescribed by the Public Employment Relations Commission.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and/or make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This agreement shall not be modified in whole or in part except in writing duly executed by both parties.

## III. GRIEVANCE PROCEDURE

### A. Definitions

1. A grievance is a formal complaint by an employee(s) that a dispute exists concerning the interpretation, application or violation of Board policies, the Agreement, and/or administrative decisions affecting said employee(s) and/or terms and conditions of employment.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

### B. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, solutions to the problems which from time to time may arise affecting the employee(s). Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified in this procedure may be extended by mutual consent.

2. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) working days of its occurrence and must be signed by every aggrieved person except in the case of a grievance affecting a group or class of unit members, in which case an Association representative shall sign.

3. Should a grievance be filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and may be left unresolved until the beginning of the following school year, the time limits set forth herein shall be reduced by mutual agreement in order that the grievance procedure may be exhausted prior to the end of the school year or as soon as possible thereafter as practicable.

4. All official grievance forms, in duplicate, involving a grievance will be channeled through the Association.

#### **D. Level One**

The employee(s) with a grievance shall first discuss it with the appropriate building-level administrator or immediate supervisor in an attempt to resolve the matter informally.

#### **E. Level Two**

If the aggrieved is not satisfied with the discussion at Level One, then the aggrieved shall take a written statement of the grievance to the appropriate building level administrator or immediate supervisor within five (5) working days stating:

1. Nature of grievance;
2. Nature and extent of injury or inconvenience;
3. Results of previous discussions;
4. His/her dissatisfaction with decisions previously rendered;
5. Articles violated;
6. Relief sought.

Within five (5) working days after the receipt of the grievance, a written decision by the appropriate building level administrator or immediate supervisor shall be rendered to the aggrieved through the Association.

#### **F. Level Three**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, then the aggrieved through the Association shall submit the grievance in writing to the Superintendent within five (5) working days. Within seven (7) working days after the receipt of the grievance, a written decision by the Superintendent shall be rendered to the aggrieved through the Association.

#### **G. Level Four**

If the grievance is not resolved to the employee(s)' satisfaction at Level Three, he/she may within five (5) working days, through the Association, request a review by the Board, through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board within five (5) working days of the receipt of the request. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee(s) and his/her/theyir chosen representative(s) and render a decision in writing within ten (10) working days of receipt of the grievance by the Board from the Superintendent.

#### **H. Level Five**

1. If the decision rendered by the Board is not satisfactory to the aggrieved, the Association may submit the grievance to arbitration within five (5) working days after receipt of the decision from Level Four.

At the request of either party a committee of four (4), two (2) appointed by each, shall be formed to investigate the possibility of resolving the grievance prior to the arbitration hearing. If the parties accept the proposed settlement, the Association shall withdraw the matter from arbitration.

2. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator shall hold hearings relevant to the grievance. The decision of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on the parties.

3. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the parties incurring same.

#### **I. Rights of the Employee(s) to Representation**

1. a. Any aggrieved person(s) may be represented at all stages by him/herself, or at his/her option, by a representative(s) selected or approved by the Association.

b. When an employee is not represented by the Association, the Association shall be notified in advance of all scheduled grievance meetings, shall have the right to be present at all grievance meetings held at the level of the Superintendent or the Board, and shall be notified of the settlement.

c. If the Association does not represent the grievant, it shall have the right to grieve such grievant's settlement as it alleges to be contrary to the terms of the Agreement.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reasons of such participation.

3. All documents, communications, and records dealing with the processing of the grievance shall be absolutely confidential and shall not be submitted to anyone not involved in the grievance except with permission of the aggrieved and the Board.

4. All meetings and hearings under this procedure shall not be conducted in public and shall include only those parties specified in the Article.

#### **J. Copies of Grievance Dispositions**

The Association or designated representatives shall receive a copy of the disposition of all grievances at all levels.

#### **IV. EMPLOYEE(S)' RIGHTS**

A. In compliance with Chapter 303, Public Laws 1968, Chapter 123, P.L. 1974, the Board agrees that every employee as defined in Article I, Section A, of this Agreement, shall have the right to freely join and support the Association and any other organization with which it is affiliated. The Board agrees that it shall not directly or indirectly discourage or coerce any employee(s) in the use of any rights given to them by law.

B. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview. Any suspension of any employee pending charges shall be with pay.

C. Except as this Agreement shall otherwise provide, all existing benefits of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to so apply during the term of the Agreement.

D. No employee shall be discharged, disciplined, reduced in rank or compensation without just cause. This paragraph is not subject to the arbitration clause of this agreement (Section III, Paragraphs H.1. through H.3).

E. Assigned Duties -Custodial/Maintenance/ Secretarial Staff - At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.

F. The teacher shall maintain his/her right and responsibility to determine grades and other evaluation of students within the grading policies of this school district based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible.

## V. ASSOCIATION RIGHTS & PRIVILEGES

A. The Association and representatives may have the privilege to use school buildings at reasonable hours as to time, date, and availability for meetings; use of mailboxes; and use of school equipment such as typewriters, mimeographing machines, other duplicating equipment, and audio-visual equipment when such equipment is not being used in the school program. No piece of equipment is to be removed from the building without approval of the building principal or Superintendent.

B. The Board agrees to furnish to the Association annual audits, agenda and minutes of all Board meetings, and names and addresses of all employees.

## VI. WORK YEAR

### A. Certified Staff

1. Ten (10)-Month Personnel. The in-school work year for employees on a ten-month basis (other than new personnel who may be required to attend an additional day for orientation) shall not exceed one hundred eighty-five (185) days.

2. The work year of teachers on an eleven (11) month basis shall not exceed two hundred and five (205) days. During the school year, the days worked shall be consistent with the ten (10)-month in-school work year.

3. Definition of In-School Work Year. The in-school work year shall consist of those days when pupils are in attendance, orientation days, and other days on which teacher attendance is required.

4. Guidance counselors may be asked to work five (5) days beyond the work year as provided in A.1. The principal and counselors shall work out a schedule based on updating records, summer school, schedule conflicts and new students. The actual dates worked shall be listed on the voucher for payment in August of each year.

5. Child study team members may be asked to work up to five (5) days immediately preceding the opening of school when it is determined by the administration that such work is necessary. The actual dates worked shall be listed on the voucher for payment in September of each year.

### B. Custodial/Maintenance Staff

i. Vacation  
a. Initial year of employment (if it commences after July 1st) one (1) day per month up to a maximum of ten (10) days, to be taken during the school year commencing the following July 1st.

b. Effective July 1st following the initial date of employment, vacation shall be granted according to the following schedule:

2nd-5th year of employment-2 weeks plus 1 day

6th-7th year - 3 weeks plus 1 day

8th year - 3 weeks plus 2 days

9th year - 3 weeks plus 3 days

10th year - 3 weeks plus 4 days

11th year - 4 weeks

12th year - 4 weeks plus 1 day

c. Vacation schedules shall be subject to the approval of the Superintendent.

d. One (1) additional vacation day will be granted on the Friday of the NJEA Convention. Personal or vacation days on the preceding Thursday will be granted only with the approval of the Superintendent.

## 2. Holidays

New Year's Day and the day before or the day following

President's Day

Good Friday

Memorial Day

July 4th

Labor Day

Columbus Day

Thanksgiving Day and the day following

Christmas Day and the day before or the day following

The days preceding or following Christmas and New Year's Day shall be designated as floating holidays so as to constitute a two-day holiday to be preceded or followed by the weekend when such days fall on Monday, Tuesday, Thursday or Friday, so as to constitute a four-day period of rest. If Christmas Day or New Year's Day falls on a Saturday, the day before will be a holiday; if they fall on Sunday, the day after will be a holiday. In those years, 2 floating holidays will be designated in the calendar by the Superintendent. When Christmas falls on a Wednesday, the day after will be a holiday. When New Year's falls on a Wednesday, Monday and Tuesday will be the holidays.

## C. Secretarial Staff

1. The secretarial work year shall be consistent with the teacher in-school work year.

2. All secretaries shall be twelve (12)-month employees.

## 3. Vacation

a. Initial year of employment (if it commences after July 1st) one (1) day per month up to a maximum of ten (10) days, to be taken during the school year commencing the following July 1st.

b. Effective July 1st following initial date of employment, vacation shall be granted according to the following schedule:

2nd-5th year of employment-2 weeks

6th-7th year - 3 weeks

8th year - 3 weeks plus 1 day

9th year - 3 weeks plus 2 days

10th year - 3 weeks plus 3 days

11th year - 3 weeks plus 4 days

12th year - 4 weeks

c. Secretaries shall use their vacation days during the month of July and the first three full (Monday-Sunday) weeks of August. Secretaries may request vacation time at times other than those specified above. Upon the recommendation of the building principal, the Superintendent may grant said request, provided it does not interfere with the operation of the district. All vacations are to be taken following the year in which they are earned.

## D. Cafeteria Employees/Drivers/Aides

All employees shall be guaranteed 184-day contract.

E. The day preceding Thanksgiving shall be designated a one (1)-session day for all unit employees except custodial and maintenance employees. Night shift shall commence at the close of the school day.

## VII. WORK HOURS

### A. Certified Staff

1. As professionals, certified staff are expected to devote to their assignments the time necessary to meet their responsibilities. They shall be required to indicate their presence in the building by checking In or Out in the appropriate column on the faculty roster.

2. a. It is recognized that each certified staff member has the professional responsibility to assist students academically after school when such help is needed or requested. In the event the teacher fails to fulfill this requirement it will be considered a breach of contract.

b. The total in-school work days shall consist of not more than 7 hours in the high school, 6 hours 45 minutes at John Hill School, and 6 hours 15 minutes at School Street School.

3. It is expected that certified staff work on committees concerning curriculum, instruction, and improvement in the educational program.

4. Certified staff shall have a duty-free lunch period as follows:

- a. High School - 42 minutes
- b. John Hill School - 42 minutes
- c. School Street School -
  - (1) 55 minutes
  - (2) In the event no certified staff member volunteers for the

stipend activity, certified staff, up to four (4) at a time, will be assigned from a list prepared by the principal and the BEA representative on a rotating basis for Monday through Friday in inclement weather duty. Prior to the beginning of the school year the inclement weather criteria shall be developed by the principal with the faculty input.

The stipend for this duty shall be paid into an account designated by the BEA at School Street School.

5. Total certified staff of each individual building shall not be required to attend more than four(4) evening sessions per school year. School shall be closed for one-half (1/2) day for any evening session which exceeds three (3).

6. Every attempt will be made to keep five (5) teaching periods per instructor at the high school. In the event additional sections are necessary, volunteers with appropriate certification will be solicited to teach a sixth period. No person will be expected to teach a sixth period for more than one year within a three-year sequence.

7. Certified staff will have the following duty-free preparation periods of time:

Grades 7-12 - 42 minutes per day

Grades K-6 - 180 minutes per week;

whenever possible, a teacher will be provided 30 minutes each day.

### B. Custodial/Maintenance Staff

#### 1. Daily Work Schedule

a. Day custodians and maintenance personnel will work an eight-hour shift excluding one-half hour for lunch. Custodians who are assigned the evening shift will work seven and one-half hours excluding a half-hour for lunch.

b. All custodial/maintenance employees shall be scheduled to work on a regular shift and shall be notified as to regular starting and quitting time at least two weeks prior to shift change except in the case of emergencies.

c. When schools are closed due to snow, custodial/maintenance employees may return home upon completion of a minimum of 4 hours and provided the snow removal is completed and there is no other work of an urgent nature.



## 2. Overtime

- a. All custodial/maintenance staff agree to work on a rotational basis for overtime, as required by administration.
- b. Overtime shall be paid at the rate of 1 1/2 times the employee's regular hourly rate of pay for all time worked in excess of the daily work shift and for Saturdays.
- c. Overtime work required on Sundays and holidays shall be paid at double-time rate and shall be a minimum of four (4) hours.
- d. Overtime for nonschool-related events (on any day of occurrence) shall be for a minimum of four (4) hours.

## C. Secretarial Staff

1. From September 1 to the last day of school, full-time employment is 8 hours per day, 5 days per week with one hour for lunch included. From the last day of school to August 31, full-time employment is 7 hours per day, 5 days per week with one hour for lunch period.
2. Overtime - When duties require time to be spent in excess of 8 hours per day or 40 hours per week, secretaries shall be reimbursed for their time at 1-1/2 times their normal pay rate.

## D. Bus Drivers

All work by bus drivers in excess of forty hours per week, and all Sunday work and legal holidays when school is not in session shall be compensated at a time and a half rate.

## E. Cafeteria Personnel

All work by cafeteria personnel in excess of their regularly scheduled hours shall be compensated at a rate of:  
Time-and-a-half, Monday through Friday  
Double time on Saturdays, Sundays or Holidays

## VIII. EVALUATION

### A. Certified Staff

1. Definitions
  - a. The term "evaluation" shall mean a written evaluation prepared by the administrative/supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process. The evaluation shall not be limited to the observation as defined in the next paragraph.
  - b. The term "observation" shall be construed to mean a visitation to a classroom by a member of the administrative/supervisory staff of the local school district, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a teaching staff member's performance of the instructional process. An observation shall be for one class period in the secondary school and for the duration of one complete subject lesson in the elementary school.
  - c. Supervisor means an appropriately certified individual assigned with the responsibility for the direction and guidance of the work of teaching staff members.

### 2. Procedure

- a. Nontenured professional staff shall be formally observed and evaluated a minimum of three(3) times a year. The first evaluation for nontenured teachers shall occur by November 1; the second, by January 15; and the third by March 15.
- b. Tenured professional staff shall be formally observed and evaluated a minimum of one time during the school year. Additional observations may be made at the request of the teacher or at the discretion of the supervisor.

c. A post observation conference shall occur within five (5) school days after each observation. The observation report shall be given to the teacher at least one day prior to the conference. A copy of the report shall be signed by the supervisor and the teacher and sent to the Superintendent within one week of the conference so that it may be placed in the personnel file of the teacher. Teachers shall have ten (10) school days from the date of signature to make attachments to the report.

#### **B. Custodial/Maintenance Staff**

A minimum of one (1) evaluation of the employee shall be made by the immediate supervisor. The employee shall receive a copy of the evaluation and shall have ten (10) days to attach a statement of rebuttal, if desired, before said evaluation is entered in the personnel file.

#### **C. Unit Employees**

An employee shall have the right to review the contents of his/her personnel file and to receive copies of documents therein. The employee may ask the Superintendent to review any documents to determine obsolescence. If the Superintendent finds them to be obsolete, they shall be destroyed.

### **IX. LEAVES OF ABSENCE**

#### **A. Temporary Leaves**

1. Bereavement. Absence due to death in an employee's family or household shall be permitted for a period of three (3) consecutive workdays. When unusual circumstances require additional time for such leave, application shall be made to the Superintendent through the building principal. Immediate family shall be defined as mother, father, spouse, child, sister or brother, mother/father in-law, sister/brother in-law, daughter/son in-law. A member of immediate household shall be defined as a person living in the same household and whose legal residence is the same.

In the event of the death of a friend or relative outside the family or household, as defined above, one (1) day shall be granted for funeral attendance.

In the event of the death of an employee or student, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

2. Personal leave. A total of three (3) days of noncumulative leave of absence with prior approval of the Superintendent shall be granted in accordance with the following:

A total of three (3) days of noncumulative personal leave days without reason shall be given. Except in the case of emergency, three (3) days' prior notification shall be given. Unused personal leave days shall be converted to sick days at the end of each school year.

a. In the event of an extended illness, unused personal days may be applied to sick leaves when accumulated sick leave is exhausted.

b. A maximum of three (3) unused personal leave days under paragraph 2 above shall be converted to sick days at the end of each school year.

3. Military leave. Time necessary for persons called to temporary active duty training or any U.S. Reserve or National Guard Unit shall be granted. The person(s) shall be paid as provided by law.

4. Ten (10)-month employees shall receive ten (10) sick days per year. Eleven (11)-month employees shall receive eleven (11) sick days per year. Twelve (12)-month employees shall receive twelve (12) sick days per year.

## **B. Extended Leaves**

### **1. Disability Leaves**

a. The Board shall not discriminate against any person in violation of the Law Against Discrimination.

(1) The Board shall not maintain or enforce any policy or practice for removal of any tenured or nontenured employee from his/her duties that is based solely on the fact of a specific number of months of disability.

(2) The Board may request a disabled employee to produce a certificate from his/her physician that he/she is medically able to continue his/her duties. The Board reserves the right to have its physician examine the employee. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the Board's physician and the employee's physician shall agree on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue his/her duties.

b. An employee who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows about it.

(1) In case of a pregnancy, no later than sixty (60) days prior to the anticipated delivery date of the child, the employee shall request either:

(a) A disability leave for which accumulated sick leave may be utilized; or

(b) A disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below; or

(c) An unpaid leave of absence commencing prior to the period of actual disability without use of accumulated sick leave.

(2) To the extent permitted by law and relevant judicial and administrative agency decisions, employees on a pregnancy-related disability leave shall be presumed to be disabled for purposes of sick leave eligibility thirty (30) calendar days prior to the anticipated date of birth of the child and thirty (30) calendar days following the actual date of birth of the child.

c. Employees requesting sick leave for pregnancy-related disabilities beyond the periods as set forth above, or for all other disabilities shall, at the request of the Board of Education, furnish proof of the existence of such disability.

### **2. Childcare Leaves**

a. The Board shall grant unpaid leaves of absence for the purposes of childcare of an infant to employees who fulfill the requirements set out below. No requests will be disapproved arbitrarily, discriminatorily or capriciously.

b. When an employee requests an unpaid leave of absence which begins prior to the period of actual disability, said leave shall commence at the beginning of the marking period in order to maintain continuity in the educational program.

c. Except as provided in B.2.b. above, leaves of absence shall commence immediately following the end of the period of actual disability and shall terminate at the end of the school year in which the disability occurred.

d. At the request of the employee, the Board shall grant an extension of childcare leave for one additional full school year.

e. In the case of an adoption, notices shall be given to the employee's supervisor when application for the adoption is approved by the adopting agency. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date. The leave shall allow time, as necessary, for the completion of the custody procedure.

f. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least ninety (90) days in the school year that the leave commences or terminates.

g. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. When on unpaid leave, an employee may not use sick days. An employee may have the opportunity to maintain complete health benefits coverage while on leave providing the employee pays the premium.

h. Nothing stated herein shall require the Board of Education to extend the leave of absence of a nontenured employee beyond the end of the school year in which the leave occurs.

i. All requests for extensions of unpaid leaves of absence under B.2.d. shall be in writing. Requests for extensions for unpaid leaves commencing September 1 shall be made by April 1 of the previous school year. For leaves commencing after April 1, requests for extensions must be made at least sixty (60) days prior to September 1.

#### C. Sabbatical Leave

Any teacher who has completed seven or more years of continuous full-time service in Town of Boonton schools may, upon recommendation of the Superintendent, be granted a leave of absence by the Board for one full year of study. A minimum of twelve (12) points or credits per semester, writing of a doctoral thesis and reasons for professional advancement to better serve the school system, as determined by the Board, shall be satisfactory purposes to make application. After each subsequent period of ten (10) or more continuous years, a further leave of absence may be granted.

Application for such leave shall be made before December 15 prior to the school year for which the absence is requested. Such application shall be made upon a form furnished by the Board and shall include a program to be followed by the teacher during the period of leave. Applicants shall agree to abide by all conditions determined upon by the Board and the Association.

Not more than two (2) teachers shall be granted sabbatical leave during the same year. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the greatest benefit to the school system. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments. Each applicant shall be notified promptly by the Superintendent in writing of the Board's decision concerning the application and no later than January 31 prior to the leave requested.

If more than two (2) qualified candidates apply in any one year, a maximum of two (2) alternates will be chosen.

The salary granted to a teacher for sabbatical leave shall be one-half (1/2) of the salary to which the applicant should be entitled if not on leave. Regular deductions shall be made for United States Income Tax, Social Security, New Jersey Teacher's Pension Fund and other deductions as authorized by the teacher. Salary payments shall be made in accordance with the schedule for payment of salaries of the school system.

As a condition to such leave, the teacher shall enter into a contract to continue in the service of the Town of Boonton schools for period of at least two (2) years after the expiration of the leave. Teachers, upon their return, shall be paid the same scheduled salary that they would have received had they not had a sabbatical leave. If circumstances prevent fulfillment of the two years following the leave, the teacher

shall reimburse the Board in direct proportion of the unfilled time except in case of death or permanent disability. Teachers on such leave may take part-time positions to supplement their incomes but may not take full-time positions unless the Board approves such positions as beneficial to the school system.

#### **D. Association Leave**

1. Providing a substitute acceptable to the Board is available, willing and does sign a contract, the Board shall grant a one (1)-year leave of absence without pay or when appropriate to the position, a two (2)-year leave of absence without pay to a tenured teacher who applies for such leave for the sole purpose of functioning as an officer of the New Jersey Education Association or the National Education Association.

2. Release time up to two (2) days per year shall be granted to the Association for a designated association representative to attend official meetings, in which case the BEA shall pay for a substitute.

## **X. PROMOTION & VOLUNTARY TRANSFER**

A. All vacancies and promotional positions (positions paying a salary differential), or specialists, or positions funded by the federal government shall be adequately publicized by the Superintendent. Immediately after resignation has been accepted, a notice shall be posted in all schools in the system advising that a vacancy exists in one of the above-mentioned positions. The qualifications for the position, its duties, and the pay scale shall be included in the bulletin.

When school is in session, notice will be given as far in advance as practicable, ordinarily thirty (30) days, before final date when application must be made.

Teachers who desire to apply for promotional positions which may be filled during the summer months shall submit their names to the Superintendent, together with the position(s) for which they wish to apply, and an address where they can be reached during the summer.

B. Teachers who desire a change in grade and/or subject assignment, transfer to another building may file a written statement of such desire with the principal and Superintendent.

C. Custodial/Maintenance/Secretarial Secretaries and custodial/maintenance persons who desire a change in assignment may file a written statement of such desire with their building program administrator and Superintendent.

## **XI. EMPLOYMENT PROCEDURES**

### **A. Nondiscrimination**

The Board agrees that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, age or sexual orientation.

### **B. Certified Staff**

1. All professional employees hired to fill positions requiring New Jersey certification shall be placed on the salary guide.

2. The Association will be notified of any proposed reduction in the number of staff prior to final Board action. The Association will be notified of any reduction in staff at least thirty (30) days prior to Board action except in cases of emergency.

3. The parties hereto recognize the existence of N.J.S.A. 18A:28-9 et seq. with respect to reduction in force and agree to be governed by those statutes and any amendments thereto and the decisions of the Commissioner with respect to reduction in force.

4. All teachers shall be informed of their grade level and/or subject assignment for the forthcoming year not later than the last day of the current school year. In the event of changes in the schedule after the last day of school, the teacher affected shall be notified in writing of the changes.

5. Individual contracts for certified personnel require that sixty (60) days notice be given by either party in order to terminate employment.

### **C. Custodial/Maintenance Staff**

#### **Seniority and Job Security**

1. During the initial sixty days of employment, two weeks notice of termination must be given. For the remainder of the first two years of employment, thirty (30) calendar days notice of termination must be given. Employees with more than two years of consecutive employment will be given sixty (60) calendar days notice of termination.

2. In the event of any Reduction in Force, district-wide seniority shall apply. The Board shall retain the right to reduce the number of positions when done in good faith.

#### **3. Initial Employment**

New custodial employees may be given credit for up to four years of work experience. New maintenance employees may be given credit for up to six years of work experience.

### **D. Secretarial Staff**

1. If prior experience can be proven, newly-hired secretaries must be given credit for up to and including six (6) years of work experience.

2. In the event of reduction in force, district-wide seniority shall apply.

### **E. Cafeteria Employees/Drivers/Aides**

In case of reduction in force in any given category, seniority in the district shall prevail.

## XII. INSURANCE PROTECTION

The Board shall provide the health-care insurance protection as follows:

A. The Board agrees to provide and pay for membership in the State Health Plan of New Jersey, including Blue Cross, Blue Shield and Rider J and Major Medical for all qualified employees and dependents as defined by the Plan operators; eligible employees must work twenty(20) hours per week.

B. The Board agrees that any employee who resigns as of June 30 of any year may have the opportunity of maintaining complete family coverage under the Group Plan for July and August of that year by reimbursing the Board for these two (2) months in advance.

C. 1. The Board agrees to provide and pay for employee/dependent coverage in the New Jersey Dental Services Plan, Inc.

2. The Board shall pay the full cost of Plan I of Delta Dental Plan. It is understood that the benefits may be modified provided that the cost to the Board does not exceed the Plan I figures.

D. The Board reserves the right to transfer the insurance coverage to other insurance companies, but agrees that if this is done the coverage shall be equal to or better (by mutual consent) than that presently existing.

## XIII. FINANCIAL CONDITIONS

### A. Certified Staff

#### 1. Tuition Reimbursement

a. Tuition reimbursement shall be granted for accredited graduate courses for a total amount not to exceed \$750 per employee for the 1987-88 contract year. Reimbursement will be made only for courses taken and passed while the teacher is under contract with the Board. To be approved for reimbursement by the Superintendent, courses must be directly related to the teacher's instructional specialty, classroom assignment or professional improvement.

b. Official transcripts must be submitted to the Superintendent after the accumulation of every 15 credits or degree to insure proper placement on the salary guide.

Effective July 1, 1988 tuition reimbursement shall be granted for accredited graduate courses for a total amount not to exceed nine(9) credits per year at the NJ State College per credit rate for graduate courses.

#### 2. Longevity

Longevity shall be based upon years of teaching experience. Starting with all teachers newly employed after 9/1/83, only teaching experience within the Boonton Public Schools shall be counted toward longevity credit.

3. Driver Education teachers will receive \$12.50 per hour.

4. Certified staff assigned by the front office personnel to teach classes during the time in which they have a preparation period shall be paid at a rate of \$12.50 per period. A form (in triplicate) should be signed to insure proper accounting.

**5. Payment for Unused Sick Leave at Retirement**

Upon retirement, after having served ten (10) years in the district, a teacher shall receive payment for accumulated sick days at the rate of \$28 per day for each day.

6. Summer curriculum work shall be compensated at a rate of \$19 per hour for 1987-88 and a rate of \$20 per hour for 1988-89. It is understood that this does not apply to staff development projects.

7. CHAPERONING - Employees required to engage in overnight chaperoning shall be compensated at \$40 per night unless otherwise compensated for the activity.

**B. Custodial/Maintenance/Secretarial Staff**

**1. Longevity**

Longevity guide shall be based on the years of service in the Boonton Public Schools, as follows:

4-10 years -	\$100
11-15 years -	\$400
16 plus years -	\$500

**2. Payment for Unused Sick Leave at Retirement**

Upon retirement, after having served ten (10) years in the district, an employee shall receive payment for accumulated sick days at a rate of \$18 per day for each day.

**3. Boiler License - Custodial/Maintenance Staff**

The Board and Association agree that the district shall comply with all rules and regulations of Title 34 of New Jersey Statutes dealing with proper maintenance and operation of heating facilities. Those employees intending to seek a boiler license shall so notify the Board and be compensated for all costs incurred in acquiring such a license. Upon successful completion of the course, the employee shall then receive \$300 annual black seal license stipend.

4. Tuition reimbursement shall be granted for courses approved by the superintendent for a total amount not to exceed \$750 per employee for the contract year. The courses must be related directly to the custodian/maintenance/secretarial staff members' speciality, assignment, or professional improvement while under contract with the Board.

**C. Cafeteria Employees/Drivers/Aides**

1. Longevity guide shall be based on years of service in the Boonton Public Schools, as follows:

4-9 years -	\$ 50
10-14 years -	100
15-19 years -	200
20-24 years -	300
25 plus years -	\$400

**2. Payment for Unused Sick Leave at Retirement**

Upon retirement, after having served ten (10) years in the district, an employee shall receive payment for accumulated sick days at a rate of \$13 per day for each day.

3. Bus drivers shall be paid a minimum of two (2) hours' pay for any trip which is canceled after having reported to work.

**D. Job Related Expenses**

Use of a personal vehicle for approved school purposes is reimbursable to the employee at the I.R.S. rate of compensation.



#### **E. Salary Agreement**

1. Salaries for the 1987-88 school year and 1988-89 school years shall be made in accordance with the attached guides and guide placement charts.
2. The 1986-87 Salary Base shall be increased by 9.085% for the 1987-88 school year. Said increase shall cover the improvements to all salary guides.
3. The 1987-88 Salary Base shall be increased by 9.5% for the 1988-89 school year. Said increase shall cover the improvements to all salary guides.

#### **XIV. SEPARABILITY**

In the event that any section, subsection, or provision of this contract is found to be contrary to law, that section, subsection, or provision shall be null and void. All other sections, subsections, or provisions shall remain in full force and effect.

The parties shall meet to renegotiate the affected items or items and only that item shall be a subject of negotiations. It is expressly understood that the parties recognize the other's rights and obligations under the appropriate statutes of the State of New Jersey.

#### **XV. AGENCY SHOP**

##### **A. Representation Fee**

If a member of the bargaining unit (See Article 1B) does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee in lieu of dues not to exceed eighty-five (85) percent of dues, fees and assessments to the Association for that membership year. It is expressly understood that this Article becomes effective on July 1, 1981, and applies prospectively only.

##### **B. Procedure**

1. Notification: Prior to November 1 each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year or not paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question, according to the procedures established for dues deduction for members.

3. Termination: If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question. The procedure, as described in B.3. above, shall apply only if it is equally applied under the same circumstances to members of the Association for the purposes of dues collection.

4. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in the Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Notification: The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above. The Association will further notify the Board of the amount of the representation fee before July 1.

#### C. Indemnification

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with the provision.

## XVI. MISCELLANEOUS PROVISIONS

A. The parties to this Agreement acknowledge that this document represents the entire understanding reached between the parties for the period as specified in the Duration of the contract Article and they further acknowledge that pursuant to this document, persons employed by the Board of Education have entered into or are about to enter into individual employment contracts with the Board of Education. In the event that the individual contract contains an error or mistake, made by either the employee or the Board in good faith, the parties agree to be bound by the provisions of this document.

To the extent that any inconsistency or error may exist between the provisions of this document and the individual contract or contracts, the provisions of this document shall control and the parties bound by the provisions hereof.

If the existence of an error in any document (including, but not limited to this Agreement and the individual employment contracts) is discovered, it shall be communicated to the other party and corrected to conform with the provisions of this document.

#### B. Inservice Workshops/Training

In order to assist custodial/maintenance/secretarial staff in the performance of their job, inservice programs will be provided. The programs will address the skills and attitudes necessary to achieve job goals.

All inservice training shall be at the recommendation of the Superintendent and at Board expense and will result in no loss of pay or benefits to the employees.

### C. Non-Teaching Duties

1. All scheduled non-teaching duties and assignments (i.e., supervision, chaperones, etc.) with exclusion of extra-curricular assignments shall be assigned on an equitable and rotating basis. Assignments shall be established by August 15th by each building principal and submitted to the Superintendent for approval.

All scheduled non-teaching duties and assignments (i.e., supervision, chaperones, etc.) with exclusion of extra-curricular assignments, shall be carried out on a volunteer basis as has been the practice in the past. In case there are insufficient volunteers to cover a duty or assignment, the principal shall make assignments on an equitable and rotating basis.

2. Requests for teacher aides shall be presented to the Board through the building principal and the Superintendent. Requests shall be presented to the Board at its next regular meeting.

### D. Clothing Allowance

1. Three (3) sets of uniforms shall be supplied each custodial/maintenance employee per year. Foul weather gear shall be provided by the Board in sufficient quantity for a reasonable number of outside men and shall be maintained and distributed by the head custodian.

2. Cafeteria employees, aides and bus drivers shall receive a \$35 annual clothing allowance.

E. A committee comprised of negotiation team members of the Board and the Association will meet immediately after ratification of the new contract with the Superintendent, Superintendent's secretary, Board Secretary and building principals to explain and clarify new changes in contract language.

## XVII. BOONTON EDUCATION ASSOCIATION OFFICES

THIS AGREEMENT made this 1st day of July, 1985 between the Boonton Board and the Association, for permission to use a portion of the Board owned special services building for the purpose of office space for the BEA.

In consideration for the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. It is understood and agreed that the BEA shall be entitled to renovate, maintain and occupy an office in the rear portion of the special services building owned by the Board which is located at 330 Lathrop Avenue, Boonton, New Jersey.

2. The BEA shall make whatever renovations within the space allotted as is necessary for its purposes but shall not disturb, destroy or alter portions of the building which are occupied by special services or other departments without the express written consent of the Board. The renovations shall be at the direction of the BEA and at their sole expense.

3. The term of occupancy of the designated office space is to be consistent with the duration of this agreement. This agreement is renewable upon ten(10) days written request by the BEA to the Board and official Board approval thereafter. Should the Board decide not to renew this agreement at any future date, the BEA shall be entitled to ten days written notice from the Board of such non-renewal. If the BEA submits a timely request for renewal of this agreement and the Board fails to act within ten days of the anniversary of this agreement, the agreement will be deemed automatically renewed for an additional year.

4. The BEA will be exclusively responsible for the maintenance and care of the designated office space.

5. The expressed understanding of the parties to this agreement is that the space designated for the BEA is to be used exclusively as a business office and is not intended for nor is it permitted to be used for planning, administering or participating in work stoppages or job actions such as strikes.

6. The BEA shall provide for and maintain a separate access area to the designated office which is separate and apart from the rooms and facilities of the special services department. The BEA shall have no access to the child study team area, rooms, records or facilities, without the express written consent of the Board or its designee.

7. The BEA shall not construct, display or maintain any sign in or near the designated premises without the express prior permission of the Board. The BEA shall not display or maintain any sign or advertisement pertaining to any political candidate or political issue outside of the designated office space.

8. This contract supplements and is in addition to the agreement between the Board and the BEA for 1985 through 1987. This agreement may be amended or modified only by written instruments signed by both the Board and the BEA. This agreement shall be governed by the laws of the State of New Jersey.

## **XVIII. PROCEDURES FOR INVOLUNTARY EXTRA-CURRICULAR ACTIVITY APPOINTMENTS**

### **A. Time Frame**

1. Contracts for supplemental positions shall be issued as follows: by April 30 for yearly and fall activities, by May 30 for winter activities and by June 30 for spring activities.

2. All appointees to vacant supplemental positions shall be notified 60 days prior to the first day that the assignment begins.

### **B. Exclusions from Assignment Consideration**

1. Any person who already has an involuntary assignment during the current school year.

2. Any person who previously has been assigned to an activity shall not be assigned again during any given school year until all qualified persons have been considered.

3. Any person voluntarily assuming a position shall not be assigned another position during a school year until all qualified persons have been considered.

### **C. Qualifications for Appointment**

1. The principal and/or athletic director shall determine qualifications based on past experience in that activity; i.e., head, commensurate experience or demonstration of more than a casual knowledge in that activity, depending upon the job description.

2. In each activity affected by these procedures, the principal and the BEA representative shall prepare a list of all qualified persons in the district. Personal hardship situations shall be considered in the preparation of the list.

#### D. Candidate Search

1. Any unfilled position shall be advertised in that particular school district, community and county. Any position not filled from within the district shall be advertised outside. The means for advertising an opening shall follow the same procedures as that of teacher vacancy, including but not limited to, the Boonton Times, Citizen, Herald News, Daily Record, Star Ledger, state colleges and private universities such as Fairleigh Dickinson University.

2. A file pertaining to the position shall be maintained and include all resumes and applications.

3. In an activity in which an assignment had been made, a search to fill that position for the following year shall begin at the conclusion of that season/year.

#### E. Assessment of an Activity

1. The Board shall make every effort to advertise and recruit for hard-to-fill vacant positions before the onset of each season. If after one season and second search, these attempts prove futile, the Board shall assess the need for the continuation of the activity.

#### XVII. DURATION OF CONTRACT

A. This Agreement shall be in effect as of July 1, 1987, and shall continue in effect until June 30, 1989.

B. In witness hereof the ratification of this Agreement by the Boonton Education Association, Inc., and the Town of Boonton Board of Education, the following have signed for their respective membership.

Patricia E. Berlinghoff  
Board of Education

Karen E. Kennedy  
Boonton Education Association

# **TOWN OF BOONTON PUBLIC SCHOOLS** Boonton, New Jersey

## **Certificated Staff Salary Guide 1988-89**

STEP	BA	BA +15	MA	MA +15	MA +30
M	22520	22820	23720	24200	25116
L	23030	23360	24319	25030	25695
K	23800	24230	25225	26320	26503
J	24650	25090	26142	27486	28150
I	25490	25960	27060	28654	30940
H	26330	26810	27977	29878	33786
G	27170	27670	29047	30991	34900
F	28010	28520	30336	32160	36014
E	29680	31250	31635	34212	37140
D	31490	33070	33320	35687	38264
C	33280	34970	35480	37252	39400
B	35110	36070	37870	38810	41136
A	40678	41461	43686	44269	47596

Certificated staff employed in Boonton up to and including 9/1/83 shall be entitled to longevity based on years of teaching experience.

Certificated staff employed after 9/1/83 shall be entitled to longevity experience in Boonton.

During	5th - 10th year	\$200
	11th - 15th year	\$300
	16th - 20th year	\$600
	21st + years	\$800

# **TOWN OF BOONTON PUBLIC SCHOOLS** Boonton, New Jersey

## **BEA Secretarial/Bookkeeper Guide 1988-89**

*New Hire Experience	Step	Secretaries	Head Secretaries
0	L	14000	14787
1-3	K	14500	15287
4-6	J	15000	15787
	I	15562	16287
	H	16062	16787
	G	16611	17407
	F	17160	18390
	E	17912	19372
	D	18664	21529
	C	20918	23686
	B	23202	25986
	A	25486	28586

The head secretary at the high school and the head bookkeeper shall receive an additional stipend of \$597.

Longevity based on years of service in the Boonton Public Schools, as follows during:

5th - 10th years	\$150
11th - 15th years	\$400
16th - 20th years	\$500
21st + years	\$550

\*No new hires beyond step J

**TOWN OF BOONTON PUBLIC SCHOOLS**  
Boonton, New Jersey

**Custodial and Maintenance Personnel  
Salary Guide 1988-89**

Step	Custodian	Head	
		Custodian/ BHS Night Foreman	Maintenance
M	16120	17500	18500
L	16620	18000	19030
K	17120	18500	19560
J	17620	19000	20090
I	18170	19500	20620
H	18720	20000	21150
G	19270	20500	22050
F	19820	21800	23064
E	20370	23100	24078
D	20920	24400	25093
C	22170	25700	27398
B	23800	27000	29703
A	25450	28250	32010

Longevity, based on years of service in the Boonton Public Schools, as follows, during:

5th - 10th years	\$150
11th - 15th years	\$400
16th - 20th years	\$500
21st + years	\$550

**TOWN OF BOONTON PUBLIC SCHOOLS**  
Boonton, New Jersey

**Bus Driver Salary Guide 1988-89**

Step	Under 18-		18-or-Over
	Pass. Bus	Pass. Bus	
D	6.08		8.50
C	6.57		9.00
B	8.50		9.64
A	11.50		13.03

**TOWN OF BOONTON PUBLIC SCHOOLS**  
Boonton, New Jersey

**Aide Salary Guide 1988-89**

Step	
C	7.12
B	7.59
A	8.17

Longevity, based on years of service in the Boonton Public Schools, as follows, during:

5th - 10th years	\$100
11th - 15th years	\$150
16th - 20th years	\$300
21st + years	\$450